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Ilion Central School District And Ilion
Teachers Association

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AGREEMENT

Between the

Ilion Central School District

And the

Ilion Teachers' Association



July 1, 1999 - June 30, 2003

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
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APR 20 2001

CONCILIATION

150 MEMBERS

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This agreement made and entered into as of the 7th day of December 1999, between the Ilion Central School District, party of the first part, hereinafter called the Board and the Ilion Teachers' Association, party of the second part, hereinafter called collectively the Association, is intended to cover: Salaries and conditions of employment.

PREAMBLE

The parties hereto recognize that the highest quality of education, consistent with the community, state, and national resources, is a common responsibility. All relationships must, therefore, be established, which are based on this common responsibility, and on the concept of education as a public trust.

All concerned recognize that teaching is a profession. The Board of Education herewith recognizes, acknowledges and declares its cooperation with respect to the teachers' aspirations and desires for advancement in the teaching profession, as well as the right to pleasant, productive working conditions and remuneration commensurate with the educational task performed.

It is further agreed that it is to the best interest of the Board and the Association to provide each boy and girl enrolled in and attending Ilion Central Schools the highest level of educational opportunities.

It is further agreed that it is the duty of the Board and the Association to cooperate fully, both individually and collectively for the accomplishment of this end.

ARTICLE I RECOGNITION AND UNCHALLENGED REPRESENTATION

A. Recognition

1. By virtue of satisfactory evidence submitted by the Association and filed with the Board that the Association or its representatives does represent the majority of the professional instructional employees of the District, the Board hereby recognizes the Association as the official negotiating agent for all full-time instructional employees: classroom teachers, guidance counselors, nurse-teachers, psychologist, driver education teachers, librarians, school social workers, and any

new position placed in the unit during the effective period of recognition.

2. Unless otherwise indicated, employees in the above unit will hereinafter be referred to as "teachers".
3. This recognition shall continue unless another employee organization is recognized as the exclusive negotiating representative in accordance with the Public Employees Fair Employment Act.

B. Unchallenged Representation

The Association shall be entitled to unchallenged representation status until seven (7) months prior to the expiration of this agreement except that:

1. Should this agreement be for a term other than the district's fiscal year, the period of unchallenged representation shall expire seven (7) months prior to the end of the fiscal year ending immediately prior to the termination date of the agreement.
2. Unchallenged representation may not in any case extend beyond a three (3) year period.
3. Extensions of a negotiated agreement will not extend the period of unchallenged representation.

C. Areas for Discussion and Agreement

This recognition constitutes an agreement between the Board and the Association to attempt in good faith to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Ilion Public School System. The Board recognizes that it must operate in accordance with such statutes.

D. Management Rights

The Board of Education reserves all rights, powers, and authorities except as specifically written in this Agreement.

ARTICLE II

ASSOCIATION RIGHTS

- A. The Association shall be permitted to meet within the school, so long as the meeting does not interfere with the regular instructional program. Meetings may be held before or after school hours, at a place to be assigned by the Superintendent or Building Principal. The Association may restrict attendance at such meetings to Association members. The use of teacher mailboxes will be permitted for all communications. Teachers will be permitted exclusive use of designated bulletin board areas and duplication facilities upon the approval of the Building Principal or the Superintendent.
- B. The District shall provide released time for the following activities with no deduction of sick or personal leave and with the District assuming cost of any substitute:
 - 1. Attendance by delegates at the annual Retirement meetings.
 - 2. Attendance by delegates and/or alternates at the annual convention of the New York State United Teachers.
 - 3. One half day per year for two (2) teachers to attend the District meeting of the New York State United Teachers, commencing at the half way point in a teacher's scheduled work day in a particular building.
 - 4. The Association President will have no duties assigned other than his/her normal teaching load, except homeroom, if any. If traveling to other buildings (during non-teaching time) on Association business, he/she will give advance notice to his/her Building Principal's office.
- C. The President of the Ilion Teachers' Association or designee shall receive a copy of the agenda in advance of the regularly scheduled Board of Education meetings and shall receive a copy of minutes of the previous meeting.
- D. The Association shall be given a place on the agenda at the end of each regularly scheduled building or faculty meetings.
- E. The District shall grant the Association a mutually agreed upon block of time during the opening of school for orientation of new teachers.

- F. The District shall grant three (3) days to the Ilion Teachers' Association President without loss of pay, based upon demonstration of need to the Superintendent.
- G. Building representatives will meet with the respective Building Principal once a month.

ARTICLE III

CONSULTATION WITH THE SUPERINTENDENT

- A. It is agreed that the Superintendent will meet once a month during the school year (September 1 to June 30) with the Association President and his/her executive committee, to consult on matters of school policy and on questions relating to the implementation of any agreement between the Board of Education and the Association.
- B. The first meeting is to take place within one (1) month after ratification of the contract by both parties.
- C. The following conditions should be met relative to monthly meetings:
 - 1. The dates for Association meetings for the year to be established at the first meeting for the remainder of the school year, (September 1 - June 30). Meetings are subject to change by mutual agreement.
 - 2. The Agenda for each meeting is to be planned and agreed upon jointly at least one (1) week in advance by the Association President or his/her designee and the Superintendent of Schools or his/her designated representative.
 - 3. New items may be discussed by mutual agreement by both parties at any time.
- D. The Association President shall meet with the Superintendent for the purpose of implementing and evaluating conference days.

ARTICLE IV

LEVEL OF PROFESSIONAL PREPARATION

- A. In accordance with State Law and the Regulations of the Commissioner of Education, all professional (instructional) staff members employed or promoted by the Board, shall hold a valid New York State certificate where such certificate exists.
- First consideration and interviews shall be given to qualified members within the local school system.

ARTICLE V

VACANCIES AND TRANSFERS

- A. Notification of any vacancies within this system applicable to members of the teachers' unit will be given to the Teachers' Association and posted by the Superintendent.

In the event that the qualifications of an applying staff member are finally determined by the Superintendent to be substantially equivalent to the qualifications of an outside applicant, preference will be given the applicant from within the District.

Applicants will be notified in writing as to the disposition of their application as soon as final determination has been made.

- B. Applications by teachers for transfer to a different building, class or grade level assignment will be made in writing to the Superintendent through the Building Principal. Such requests shall specify the desired assignment and the reason for the request.

Applicants will be notified in writing as to the disposition of their application as soon as final determination has been made or no later than June 30 for those to be effective at the beginning of a school year.

Such requests will not carry over from year to year but may be resubmitted by a teacher.

- C. Teachers who will be affected by a change of building, subject area and/or grade assignment will be notified and consulted by their principals by June 15. In the event that changes are necessitated after that date, the

Superintendent will give reasonable notice and will offer the opportunity for a teacher to discuss the reassignment.

Involuntary transfers will be kept to a minimum consistent with the needs of the District. Where sufficient qualified personnel are available to allow the District a choice of personnel capable of fulfilling its needs, the seniority of the teachers involved will be considered.

- D. Term substitutes who are hired for a specific duration of a semester or more will be accorded full rights as unit members.

ARTICLE VI FAIR DISMISSAL/RESIGNATION

- A. No teacher shall be terminated solely on the basis of a single, formal classroom observation.
- B. A teacher may leave the employ of the District on written notice of his/her resignation submitted to the Superintendent no less than thirty (30) days prior to the effective date of said resignation.
- C. Notice of termination to a probationary teacher shall occur:
 - 1. During the school year - Thirty (30) days at any time upon recommendation of the Superintendent and majority vote of the Board of Education.
 - 2. End of the probationary period - Sixty (60) days before the end of a probationary period.
- D. The Superintendent will notify each probationary teacher in writing by May 1 as to his/her status for the following year.

ARTICLE VII PROCEDURES FOR REDUCTION IN STAFF

- A. Both the affected individual and the Association will be notified by April 15 of possible abolition of unit positions.

- B. Any teacher terminated in accord with Section A above shall be placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in a position similar to the one which the teacher originally held or to one for which the teacher may qualify by reason of a secondary certification.

Appointments will be made from the preferred eligible list as follows: Teachers being re-appointed to a position in the same area of certification in which they were originally employed shall take precedence over those moving to a new area of certification.

Otherwise, re-appointment shall be made in order of their length of service in the District.

- C. For positions requiring long-term substitutes, the District agrees to give first consideration to those teachers whose services have been terminated in accordance with this article and who are qualified to fill that particular position.
- D. Teachers who are laid off in accordance with this Article and who properly apply for substitute work according to their area of certification, as defined in the Education Law, shall be given first preference for substitute work.
- E. Teachers who are laid off are eligible to continue in the group health and dental program at their own expense. Such eligibility shall continue for the period of time provided under the Federal C.O.B.R.A. This provision is not intended to apply to anyone who is dismissed or who voluntarily leaves the employ of the District.
- F. Employees who have served ten (10) or more years in the Ilion Central School District who are laid off will be paid the current rate of substitute teachers for one-half (1/2) of their accumulated sick leave at time of separation from service. If any such teacher is later re-hired from the preferred eligible list, he/she may elect to reinstate the previously credited leave accumulation by repaying the District through payroll deduction the amount received at the time of separation from service.

This provision is not intended to apply to anyone who is dismissed or who voluntarily leaves the employ of the District.

ARTICLE VIII

GRIEVANCE PROCEDURE

1. PURPOSE

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements shall not be precedents in a later grievance proceeding.

2. DEFINITIONS

- a. A "grievance" is any alleged violation of this agreement or dispute with respect to its meaning or application.
- b. A "teacher" is any person in the unit covered by this agreement.
- c. An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted or the Association.

3. SUBMISSION OF GRIEVANCES

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement and redress sought by the aggrieved party.
- c. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Building Principal.

Otherwise, it shall be submitted directly to the Superintendent of Schools.

4. **GRIEVANCE PROCEDURE**

Step 1

- a. The Building Principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or if no response is received within one week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools.

Step 2

- a. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it not later than two (2) weeks after it is received by him/her.

Step 3

- a. In the event the Association is not satisfied with the statement of the District with respect to a grievance, it may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of nine (9) arbitrators. A copy of such request shall be forwarded to the Superintendent of Schools.

5. **ARBITRATION**

- a. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.
- b. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of any act, prohibited by law or which

is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

- c. The cost for the services of the arbitrator will be borne equally by the School Board and the Association.
- d. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- e. If an arbitration is scheduled during school hours, the Association will be granted release time for a reasonable number of witnesses to attend the arbitration.

ARTICLE IX INSURANCE BENEFITS

- A. The Health Insurance Plan provided by the District shall be that currently offered in cooperation with the Herkimer County BOCES with such riders as are necessary to provide coverage equal to or better than the Prudential Plan being replaced.

Maintenance of the benchmark benefit levels in this plan shall be in accord with an agreement dated 07/01/96 and titled "MEMORANDUM OF AGREEMENT HERKIMER COUNTY HEALTH INSURANCE MATTERS".

The co-pay under prescription drug coverage will be \$2.00 on generic drugs and \$4.00 on brand name drugs.

- B. The District will pay one hundred percent (100%) of the premium cost of health insurance for all active bargaining unit employees. Employees choosing dependent coverage will contribute 7.5% of the cost of the premium difference between individual and family coverage.

If no successor to this agreement is reached prior to July 1, 2003, the employees' contribution for dependent coverage will freeze at the dollar amount in effect during the 2002-2003 employment year.

- C. The District will continue to provide the health insurance plan coverage to retired employees and their dependents at the same percentage contribution as

in the past. The parties agree that disputes with respect to the implementation of this coverage for retirees are subject to arbitration under Article VIII of the agreement. The District will make available upon request a copy of the cost for retired employees.

- D. The major medical deductible for individuals will be one hundred dollars (\$100). The family deductible will be two hundred twenty-five dollars (\$225).
- E. The District will continue to provide dental insurance with a twenty-five dollar (\$25.00) deductible with coverage equal to or better than the plan currently in effect.
- F. Life, Accidental and Dismemberment coverage will be ten thousand dollars (\$10,000) with accidental double indemnity.
- G. Any bargaining unit member who has used all available sick leave and is still employed by the District, who is not eligible for the sick bank, shall continue to have his/her membership in the District's insurance policy continued. The District will pay the premiums pursuant to Section B of this Article for thirty (30) days immediately following the final day the employee is in paid status. If the employee remains off the payroll for longer than 30 days, the employee may continue in the health insurance plan by paying the premiums, and the District will resume its contributions to the premiums upon the employee's return to the payroll.
- H. The parties agree to establish a joint insurance oversight committee. The committee shall consist of the Superintendent, Business Manager, and a member of the Board of Education, the President of the Association and two unit members appointed by him.

The purpose of the committee shall be to study and make recommendations to the parties with respect to changes/improvements, cost containment, service, coverage, carrier, including the decision to remain in the BOCES plan, or any other aspect of the insurance benefits provided in this agreement.

The committee is empowered to work cooperatively with other bargaining units in the District if such becomes necessary to implement agreed upon changes.

Recommendations of the committee may be adopted at any time during the term of this collective bargaining agreement by mutual agreement in accordance with the provisions of Article XXV.A.

- I. Individual teachers may elect to participate in an approved HMO or PPO rather than the standard plan. In such cases, the District's premium contribution shall not exceed that amount provided for the standard plan whether family or individual.
- J. The District shall establish the IRS 125 Flex Spending Plan. The plan will cover premium contribution, medical expenses not covered by insurance, and dependent care.

ARTICLE X TEACHER PROTECTION

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, in writing.
- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his/her possession relating to the incident or the persons involved.
- C. The Board agrees to hold teachers harmless from any financial loss, including reasonable attorney's fees, arising out of any claim, demand, suit, criminal prosecution by reason of any act or omission to act by such teacher within or without the school buildings, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the School District.
- D. Teachers will notify the Superintendent of any accident or claim against them, which might be covered by this section within ten (10) days after the accident, occurs or the teacher knows of the claim. In addition, a teacher shall not be entitled to the protection of this article unless within ten (10) days of the time he/she is serviced with any summons, complaint, process, notice, demand, or pleading, he/she shall deliver the original or a copy thereof to Superintendent.
- E.
 - 1. Pupil behavior is a joint teacher and administration responsibility. If a student is a threat to the safe learning environment of the school, school personnel will be notified.

2. A disruptive student may be subject to suspension or exclusion under Education Law, Section 3214.

ARTICLE XI

PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and receives Workers' Compensation payments for such absence, he/she will be paid the difference between such weekly benefits and his/her maximum dollar amount to be determined as follows:

Upon initial employment each teacher will be credited with dollar protection in the amount of $50 \times 1/200 \times$ annual salary. When a teacher's accumulated sick leave exceeds 50 days; he/she will be credited with dollar protection in the amount of accumulated leave days $\times 1/200 \times$ annual salary.

- B. The School District shall, when proper documentation of cost is presented, reimburse teachers for reasonable and customary costs for replacing or repairing dentures, contact lenses, hearing aids, eyeglasses, or other similar prosthetic devices not covered by Workers' Compensation, which are damaged, destroyed, or lost as a result of an injury sustained in the discharge of duties within the scope of employment, including extracurricular activities.
- C. The School District will reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment to a maximum of \$150 in any one instance.

ARTICLE XII

CALENDAR

The Superintendent will consult with the Association about the new school calendar prior to discussions with the BOCES on the calendar. Before the District approves the school calendar for the next year, a copy of the proposed calendar will be submitted to the Association for comment.

ARTICLE XIII

PROFESSIONAL SERVICES

- A. All teachers shall be given a minimum of thirty (30) minutes per day for preparatory purposes, and it is understood that this preparation period will be free from instructional and/or supervisory duties. The District agrees to make reasonable effort to insure at least thirty (30) consecutive minutes for preparatory purposes for all teachers. Teachers must remain in the school building during this time. This period will be allowed during the normal instructional day, and is in addition to the thirty (30) duty free lunch period.
- B.
 - 1. Parent conference time, in the elementary schools, shall be three (3) half days for marking periods when report cards are not utilized. In case of double class loads, an additional three (3) half days will be set aside for parent conference time.
 - 2. During the time of scheduled parent conferences, teachers who must schedule evening conferences will have an afternoon of a scheduled conference day off.
- C. To the extent funds are available, teachers shall be encouraged to attend conferences and visit other schools or programs. These occasions shall be prearranged and scheduled with the department chairman and principal.
- D. Every reasonable effort shall be made to avoid using regular secondary teachers to replace absent secondary teachers. In order to accomplish this, whenever possible, students whose teachers are absent may be sent to a study hall if a substitute is unavailable despite reasonable efforts to obtain one.
- E. The standard teaching assignment for junior and senior high school will be five (5) teaching sections per semester. If circumstance demands a sixth (6th) teaching section, the teacher assigned will be relieved of non-instructional duties with the exception of homeroom duty. If a sixth (6th) teaching section must be carried over to a second year or more, every reasonable effort will be made not to assign the same teacher in consecutive years, unless a teacher requests a sixth (6th) teaching section on a voluntary basis. Four (4) science labs equals one teaching section.
- F. In-service programs and/or staff development for the professional staff shall be jointly planned by the Superintendent and the faculty as represented by a designated committee of the Association and shall be subject to approval by

the Board. It is also recognized that other non-credit in-service work will be carried on in the faculty, grade level, and departmental meetings on other occasions as may be determined by the Superintendent.

- G. It shall be the policy of the Board to establish a district class size range of 25-30 students insofar as it is practicable.
- H. In scheduling the length of school days, length of class periods, time and length of lunch periods, every effort shall be made to arrive at such schedule bilaterally between the Ilion Teachers' Association and the District. Failure to agree shall in no way prevent the school board from establishing the schedule.
- I. Department Chairpersons and Grade Level Coordinators will continue to be appointed annually by the Superintendent. In addition to the format for individual application, however, members of a department or grade level may choose to nominate candidates for the positions to the building principal.

Parties agree that during the life of this agreement the Association President and the Superintendent will confer to mutually agree on a form to be utilized.

If a Department Chairperson is incapacitated or absent for one month or more he/she shall be replaced on a temporary basis with a pro-rated compensation by a member of the Department who will assume said compensation for the Department Chairperson at that time.

ARTICLE XIV

PERFORMANCE REVIEW

- A. The following policy shall govern all teacher observation and evaluation.
 - 1. Several times during the year and depending upon the experience and need of a teacher, a member of the administrative staff will visit a teacher's class. Normally the teacher will be apprised in advance of the impending visit, although the supervisors retain the right of making observations unannounced. The primary purpose of these visits is to help the teacher do a more effective job. Any criticism will be of a constructive nature.

The supervisor will follow up a visitation with a personal conference and written review of his/her visit and a copy of the report will be given to the teacher within five (5) working days.

2. Teachers will have the right, upon request, to review material relevant to teacher observation and evaluation. This request shall be processed through the Superintendent's office.

Any material to be included in the personal file may be reviewed by the teacher except for confidential, pre-employment materials. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

- B. Complaints regarding a teacher made to the administration by any parent, student or other person will be promptly called to the teacher's attention.
- C. Evaluations should be done in the same format on a district-wide basis.

ARTICLE XV SICK LEAVE

- A. Each teacher shall be allowed for each school year, eleven (11) days with pay, which may be used in the following ways:
 1. Personal sickness
 2. Death or sickness in the immediate family*
 3. Unused leave to be cumulative to a maximum of two hundred forty (240) days except that once such maximum is reached no days will be deducted from such accumulation for each current year until usage exceeds eleven (11) days.
- B. Accumulated leave may be used for:
 1. Personal sickness - not to exceed 185 days in a school year.

2. Death or sickness in the immediate family* not to exceed 15 days in any one school year.
 3. Death of a mother, father, spouse, or child not to exceed one half (1/2) of total accumulated leave, which use of leave may not exceed fifty (50) days in any school year.
- C. In all cases of absence, evidence on which to judge the case may be required by the Superintendent of Schools.
- D. Individual statements shall be issued annually in September stating the number of day's accumulated leave.
- E. Absent notification to be given twenty-four hours in advance, if possible, or before 7:00 a.m., to the building principal and/or the Superintendent of Schools or his/her designated agent.

*Immediate family includes: parents or persons taking the place of parents, husband, wife, children, brothers, sisters, mother-in-law, father-in-law, brothers and sisters-in-law, sons and daughters-in-law and relatives living in the same household.

F. **SICK LEAVE BANK**

1. A sick leave bank shall be established to provide for salary payments for members of the bargaining unit who are seriously ill or disabled and whose accumulated sick leave is exhausted.
2. Initially the Bank will consist of one day deducted from the accumulated leave of each unit member.
3. The Bank will be administered jointly by the District's business manager and the president of the Association.
4. An applicant must submit satisfactory proof of illness or disability.
5. Unused days may be left in the bank each year to accumulate to a maximum of two hundred (200) days.

6. A person who is collecting from the bank at the end of the school year, whose illness extends to the following year, must reapply to the Bank if still eligible.
7. A person who is collecting Worker's Compensation and who qualified for sick bank coverage may be paid on a pro-rata basis the difference between such payments and his/her salary.
8. Should the total days in the Bank fall below forty (40) during the course of a school year, the Bank will be replenished in accordance with Section 2 above. Replenishment will be no more than two times per year.
9. Sick bank days will be used only for days which are normally work days.
10. To be an eligible member of the Sick Leave Bank, a member must have contributed at least one day to the bank prior to any request for use of the Sick Leave Bank.
11. Teachers who use the Sick Leave Bank will reimburse the bank at the rate of two (2) days per year from their current sick leave.
12. No member of the bargaining unit may use more than one hundred and eighty (180) days in any three (3) year period.

ARTICLE XVI

PERSONAL LEAVE

- A. Teachers shall be entitled to a maximum of three (3) days per year for personal business. Such leave is to be with pay and will not be deducted from sick leave. Two (2) days advance notice must be given to the building principal in order to take a personal day except in an emergency. A personal day (s) cannot be used for the purpose of extending a holiday or vacation.

The ITA and the Superintendent will work together to discourage abuse of personal leave.

Notification of intended use of personal leave shall be submitted in writing on forms to be supplied by the District.

Sample form for use under this provision:

Notification of Intended Use of Personal Leave	
Teacher Name _____	Date _____
Building _____	
Date(s) of intended use of personal leave _____	
Accepted _____	By _____

- B. Unused personal leave will be applied to sick leave accumulation at the end of each year to the maximum limit of accumulation in Article XV, A3.
- C. Teachers will not be required to use 1/2 personal/sick leave if they need to leave the building for one class period or less provided the teacher can arrange for coverage of his/her duties. All requests will be made to and approved by the building principal.

ARTICLE XVII UNPAID CHILD CARE LEAVE

1. A child care leave of absence shall be granted for a period not to exceed two (2) years. Such leave of absence shall be without salary and shall not count as a step on the salary schedule. An unpaid leave of absence for child care must be requested in writing to the Superintendent, and must be acted upon by the Board of Education.
2. Normal sick leave shall be available for pregnancy and childbirth. Child care leaves may be requested by mother or father after childbirth or adoption. If an unpaid child care leave follows the mother's childbirth, it shall begin on the date the physician certifies that the period of disability is ended, or when the employee's paid sick leave is exhausted, whichever occurs first. If the leave does not immediately follow disability due to childbirth, it shall begin on a date agreed between the District and the employee who requests the leave.

3. A teacher on child care leave shall terminate his/her leave at a semester break or prior to the commencement of classes in September, unless the situation requires special consideration as determined by the Superintendent. When applicable, the teacher will produce a statement from her attending physician indicating her physical capabilities of performing all the duties of her position prior to her return.
4. Except in cases when it would be impossible to do so, the teacher may be expected to give at least ninety (90) days notice of departure or return. (For a leave, which will begin, or end when school opens in September, the teacher shall give notice by April 1.) These time limits will ensure time for the District to secure an adequate replacement and to locate a vacancy into which to place the returning staff member.
5. In cases where more than one member of a family unit is employed by the District, one may be on child care leave at a given time. Only one leave, per family, per child.
6. A teacher may elect to continue group insurance benefits during a leave at his/her own expense and will be notified of the option to do so at the time leave is granted.

ARTICLE XVIII OTHER LEAVES OF ABSENCE

A. Other Leaves of Absence

Leaves of absence without pay for one (1) year for graduate study, research, travel, reasons of health or for other compelling personal reasons may be granted by the board to tenured teachers on written request and on recommendation of the Superintendent of Schools.

B. Military Service

The Board shall grant a leave of absence for military service to any employee who enters any branch of the armed forces of the United States during a declared period of war or national emergency or is called to service by virtue of being drafted or recalled because of reserve status. Such leaves of absence and re-employment rights shall be subject to conditions as are or may be established by Federal or State laws.

C. **Jury Duty**

A temporary leave of absence with full pay shall be granted teachers for jury duty.

**ARTICLE XIX
DUES DEDUCTIONS**

- A. The Board agrees to deduct from the salaries of its teachers dues for the Ilion Teachers' Association, the Herkimer County Teachers' Association and the New York State United Teachers as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the moneys promptly to the Association so designated. Teacher authorization will be in writing in the form to be supplied by the Association.
- B. The District will provide deduction for members of the NYSUT Benefit Trust.

**ARTICLE XX
TEACHER AIDES**

The Board will organize and maintain a pool of qualified teacher aides during the school year, as needs occur and our system expands.

Teachers are encouraged to offer suggestions concerning the work of teacher aides.

**ARTICLE XXI
SALARY SCHEDULE AND
EXTRA DUTY COMPENSATION**

- A. Guidance personnel shall receive ten percent (10%) of their salary for the eleventh month of service.
- B. The Board, when so authorized by any teacher, shall transfer a payroll withholding to the First Source Federal Credit Union in the amount so designated by said teacher, whenever computer space becomes available. Teacher authorization will be in writing on the form to be supplied by the Association.

- C. Salary schedules for the 1999-2000 and 2000-2001, 2001-2002, 2002-2003 school years are attached hereto as Appendix A, A1, A2, and A3 and made part of this Agreement.

The increase in the schedule for the 1999-2000 school year beyond the increments previously paid shall be retroactive to July 1, 1999.

Payment for an earned Masters Degree shall be six hundred dollars (\$600) for 1999-2000, 2000-2001, and 2001-2002. It shall be six hundred and nine dollars (\$609.00) for 2002-2003.

- D. Payment for graduate credit hours shall be sixty-three dollars (\$63.00) per hour in 1999-2000, sixty-five dollars (\$65.00) per hour in 2000-2001, sixty-five dollars (\$65.00) per hour in 2001-2002, and sixty-five dollars (\$65.00) per hour in 2002-2003.

Pay for credit hours shall continue to be granted in blocks of six (6) hours. Any credit hours in excess of the BA+60 or MA+30 levels must receive prior approval by the Superintendent to be credited for pay purposes.

No limit on the number of in-service training (fifteen (15) hours of in-service training equals one (1) credit hour).

Only one (1) block of six (6) hours shall be granted for teachers' interns (i.e. student teachers) for pay purposes.

- E. There shall be a joint committee established to devise a program to improve and expand the commitment of the parties to the continuing education and professional development of the teaching staff. The committee will be empowered to make recommendations not only with respect to program content but also the utilization of the salary schedule to encourage professional growth.

While it is contemplated that the current salary schedule format will remain in effect for the term of this agreement, changes in terms and conditions of employment, including salary schedule items, may be implemented at any time by mutual agreement of the parties pursuant to Article XXV. A.

The Committee shall consist of the Superintendent, the Business Manager, and a member of the Board of Education; the President of the Association and two unit members appointed by him/her.

ARTICLE XXII

SABBATICAL LEAVE

- A. In the interest of rewarding professional performance and encouraging independent research, achievement, and professional growth, the Board may grant sabbatical leave in accordance with the following procedures.
1. No more than one (1) teacher may be absent on sabbatical leave at any one (1) time.
 2. Only those teachers who have completed seven (7) years of professional service in the Ilion School System shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until he/she has completed seven (7) additional years of professional service in Ilion after return from such leave.
 3. Any teacher who desires to apply for sabbatical leave shall submit such application by December 31st to the Superintendent in writing in such form as the Superintendent may require.
 4. In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research or study planned, educational value of proposed research or study to the Ilion School System and relationship to professional growth of applicant and urgency of proposed research or study and availability of a competent and qualified substitute.
 5. The Superintendent shall make his/her recommendation to the Board, which shall act thereon not later than April 1 following the submission of the application.
 6. Upon receiving a request for sabbatical leave, after all procedures and requirements have been met according to the above set procedures, the Board of Education, at its discretion, may grant or deny sabbatical leave.
- B. Any teacher accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event the teacher resigns from District service before the completion of two (2) years of service

after expiration of the sabbatical leave, he/she shall reimburse the District for that amount of money the unfulfilled two (2) year period bears to the full amount granted during such leave.

- C. When the sabbatical leave has been completed, the teacher shall submit a report of his/her research or study to the Board in such form as has been determined by the Superintendent.
- D. The Board will inform any teacher on sabbatical leave of opportunity for advancement and promotion and such teacher shall be considered for such advancement or promotion in the same manner as those who are presently in service.
- E. Each teacher granted a sabbatical leave shall have the right to return to a position substantially equivalent to his/her former position, or to the same position if it is available.
- F. A teacher shall receive half (1/2) salary for full year and full salary for a half (1/2) year, including the current increment, while on sabbatical leave.

ARTICLE XXIII SICK LEAVE CONVERSION

Upon submission of notice, by March 15, of intent to retire, a teacher shall be paid thirty dollars (\$30.00) per day for the first fifty (50) days of accumulated sick days and forty dollars (\$40.00) per day for the remainder of the unused accumulated sick leave.

A condition precedent to obtaining this is that the teacher must have at least fifteen (15) years of service in the District upon retirement.

Payment for the above shall be made during the thirty (30) days following the retirement date.

This article will not apply where an employee has been laid off before meeting the credited service requirement or discharged.

ARTICLE XXIV

SERVICE CREDIT STIPEND AT RETIREMENT

If no other retirement incentive is offered, a teacher shall be paid four hundred dollars (\$400) per year of service in the District.

The teacher must have a minimum of fifteen (15) years of credited service in the Iliion Central School District.

The teacher must submit his/her notice of intent to retire by March 15. Payment of the above shall be made during the thirty (30) days following the effective date of retirement. The retiree shall have the option to receive a lump sum or have it paid in four equal payments.

Employees accepting either payment option may additionally elect to be paid with or without deductions of taxes.

ARTICLE XXV

TERMS OF AGREEMENT

- A. This agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- B. Negotiations for a successor agreement may be initiated by either party and such negotiations will normally start in February of the year of expiration of said agreement.
- C. Copies of this agreement shall be printed at the expense of the Board and available to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.
- D. This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provisions shall not bind either of the parties but the remainder of this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

- E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- F. Any individual arrangement, agreement or contract between the Board and an individual teacher shall be governed by and consistent with the terms of this agreement. If such arrangement or contract contains any language inconsistent with this agreement, the agreement, during its duration, shall be controlling.
- G. This Agreement shall be effective as of July 1, 1999 and shall continue in effect through June 30, 2003.

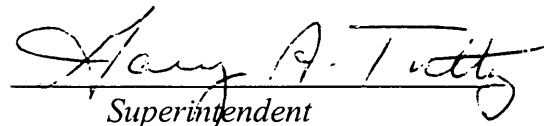
In witness whereof the parties have hereunto set their hands and seal this 7th day of December, 1999.

For the Association:


Association President

Date: 5/25/00

For the District:


Superintendent

Date: 5/25/00

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APPENDIX A - 1

Salary Schedule for 2001-2002 school year																	
\$ / per credit:		65															
M.S./M.A.		600															
	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60	M	M+6	M+12	M+18	M+24	M+30
A-23	\$52,639	\$53,029	\$53,419	\$53,809	\$54,199	\$54,589	\$54,979	\$55,369	\$55,759	\$56,149	\$56,539	\$55,189	\$55,579	\$55,969	\$56,359	\$56,749	\$57,139
B-22	\$50,007	\$50,397	\$50,787	\$51,177	\$51,567	\$51,957	\$52,347	\$52,737	\$53,127	\$53,517	\$53,907	\$52,557	\$52,947	\$53,337	\$53,727	\$54,117	\$54,507
C-21	\$48,691	\$49,081	\$49,471	\$49,861	\$50,251	\$50,641	\$51,031	\$51,421	\$51,811	\$52,201	\$52,591	\$51,241	\$51,631	\$52,021	\$52,411	\$52,801	\$53,191
D-20	\$47,375	\$47,765	\$48,155	\$48,545	\$48,935	\$49,325	\$49,715	\$50,105	\$50,495	\$50,885	\$51,275	\$49,925	\$50,315	\$50,705	\$51,095	\$51,485	\$51,875
E-19	\$46,059	\$46,449	\$46,839	\$47,229	\$47,619	\$48,009	\$48,399	\$48,789	\$49,179	\$49,569	\$49,959	\$48,609	\$48,999	\$49,389	\$49,779	\$50,169	\$50,559
F-18	\$44,743	\$45,133	\$45,523	\$45,913	\$46,303	\$46,693	\$47,083	\$47,473	\$47,863	\$48,253	\$48,643	\$47,293	\$47,683	\$48,073	\$48,463	\$48,853	\$49,243
G-17	\$43,427	\$43,817	\$44,207	\$44,597	\$44,987	\$45,377	\$45,767	\$46,157	\$46,547	\$46,937	\$47,327	\$45,977	\$46,367	\$46,757	\$47,147	\$47,537	\$47,927
H-16	\$42,111	\$42,501	\$42,891	\$43,281	\$43,671	\$44,061	\$44,451	\$44,841	\$45,231	\$45,621	\$46,011	\$44,661	\$45,051	\$45,441	\$45,831	\$46,221	\$46,611
I-15	\$40,795	\$41,185	\$41,575	\$41,965	\$42,355	\$42,745	\$43,135	\$43,525	\$43,915	\$44,305	\$44,695	\$43,345	\$43,735	\$44,125	\$44,515	\$44,905	\$45,295
J-14	\$39,479	\$39,869	\$40,259	\$40,649	\$41,039	\$41,429	\$41,819	\$42,209	\$42,599	\$42,989	\$43,379	\$42,029	\$42,419	\$42,809	\$43,199	\$43,589	\$43,979
K-13	\$38,163	\$38,553	\$38,943	\$39,333	\$39,723	\$40,113	\$40,503	\$40,893	\$41,283	\$41,673	\$42,063	\$40,713	\$41,103	\$41,493	\$41,883	\$42,273	\$42,663
L-12	\$36,847	\$37,237	\$37,627	\$38,017	\$38,407	\$38,797	\$39,187	\$39,577	\$39,967	\$40,357	\$40,747	\$39,397	\$39,787	\$40,177	\$40,567	\$40,957	\$41,347
M-11	\$35,531	\$35,921	\$36,311	\$36,701	\$37,091	\$37,481	\$37,871	\$38,261	\$38,651	\$39,041	\$39,431	\$38,081	\$38,471	\$38,861	\$39,251	\$39,641	\$40,031
N-10	\$34,215	\$34,605	\$34,995	\$35,385	\$35,775	\$36,165	\$36,555	\$36,945	\$37,335	\$37,725	\$38,115	\$36,765	\$37,155	\$37,545	\$37,935	\$38,325	\$38,715
O-9	\$32,899	\$33,289	\$33,679	\$34,069	\$34,459	\$34,849	\$35,239	\$35,629	\$36,019	\$36,409	\$36,799	\$35,449	\$35,839	\$36,229	\$36,619	\$37,009	\$37,399
P-8	\$31,583	\$31,973	\$32,363	\$32,753	\$33,143	\$33,533	\$33,923	\$34,313	\$34,703	\$35,093	\$35,483	\$34,133	\$34,523	\$34,913	\$35,303	\$35,693	\$36,083
Q-7	\$30,267	\$30,657	\$31,047	\$31,437	\$31,827	\$32,217	\$32,607	\$32,997	\$33,387	\$33,777	\$34,167	\$32,817	\$33,207	\$33,597	\$33,987	\$34,377	\$34,767
R-6	\$28,951	\$29,341	\$29,731	\$30,121	\$30,511	\$30,901	\$31,291	\$31,681	\$32,071	\$32,461	\$32,851	\$31,501	\$31,891	\$32,281	\$32,671	\$33,061	\$33,451
S-5	\$27,635	\$28,025	\$28,415	\$28,805	\$29,195	\$29,585	\$29,975	\$30,365	\$30,755	\$31,145	\$31,535	\$30,185	\$30,575	\$30,965	\$31,355	\$31,745	\$32,135
T-4	\$26,320	\$26,710	\$27,100	\$27,490	\$27,880	\$28,270	\$28,660	\$29,050	\$29,440	\$29,830	\$30,220	\$28,870	\$29,260	\$29,650	\$30,040	\$30,430	\$30,820
Salary Schedule for 2002-2003 school year																	
\$ / per credit:		65															
M.S./M.A.		606															
	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60	M	M+6	M+12	M+18	M+24	M+30
A-23	\$53,070	\$53,460	\$53,850	\$54,240	\$54,630	\$55,020	\$55,410	\$55,800	\$56,190	\$56,580	\$56,970	\$55,626	\$56,016	\$56,406	\$56,796	\$57,186	\$57,576
B-22	\$50,416	\$50,806	\$51,196	\$51,586	\$51,976	\$52,366	\$52,756	\$53,146	\$53,536	\$53,926	\$54,316	\$52,972	\$53,362	\$53,752	\$54,142	\$54,532	\$54,922
C-21	\$49,090	\$49,480	\$49,870	\$50,260	\$50,650	\$51,040	\$51,430	\$51,820	\$52,210	\$52,600	\$52,990	\$51,646	\$52,036	\$52,426	\$52,816	\$53,206	\$53,596
D-20	\$47,763	\$48,153	\$48,543	\$48,933	\$49,323	\$49,713	\$50,103	\$50,493	\$50,883	\$51,273	\$51,663	\$50,319	\$50,709	\$51,099	\$51,489	\$51,879	\$52,269
E-19	\$46,436	\$46,826	\$47,216	\$47,606	\$47,996	\$48,386	\$48,776	\$49,166	\$49,556	\$49,946	\$50,336	\$48,992	\$49,382	\$49,772	\$50,162	\$50,552	\$50,942
F-18	\$45,110	\$45,500	\$45,890	\$46,280	\$46,670	\$47,060	\$47,450	\$47,840	\$48,230	\$48,620	\$49,010	\$47,666	\$48,056	\$48,446	\$48,836	\$49,226	\$49,616
G-17	\$43,783	\$44,173	\$44,563	\$44,953	\$45,343	\$45,733	\$46,123	\$46,513	\$46,903	\$47,293	\$47,683	\$46,339	\$46,729	\$47,119	\$47,509	\$47,899	\$48,289
H-16	\$42,456	\$42,846	\$43,236	\$43,626	\$44,016	\$44,406	\$44,796	\$45,186	\$45,576	\$45,966	\$46,356	\$45,012	\$45,402	\$45,792	\$46,182	\$46,572	\$46,962
I-15	\$41,129	\$41,519	\$41,909	\$42,299	\$42,689	\$43,079	\$43,469	\$43,859	\$44,249	\$44,639	\$45,029	\$43,685	\$44,075	\$44,465	\$44,855	\$45,245	\$45,635
J-14	\$39,802	\$40,192	\$40,582	\$40,972	\$41,362	\$41,752	\$42,142	\$42,532	\$42,922	\$43,312	\$43,702	\$42,358	\$42,748	\$43,138	\$43,528	\$43,918	\$44,308
K-13	\$38,476	\$38,866	\$39,256	\$39,646	\$40,036	\$40,426	\$40,816	\$41,206	\$41,596	\$41,986	\$42,376	\$41,032	\$41,422	\$41,812	\$42,202	\$42,592	\$42,982
L-12	\$37,149	\$37,539	\$37,929	\$38,319	\$38,709	\$39,099	\$39,489	\$39,879	\$40,269	\$40,659	\$41,049	\$39,705	\$40,095	\$40,485	\$40,875	\$41,265	\$41,655
M-11	\$35,822	\$36,212	\$36,602	\$36,992	\$37,382	\$37,772	\$38,162	\$38,552	\$38,942	\$39,332	\$39,722	\$38,378	\$38,768	\$39,158	\$39,548	\$39,938	\$40,328
N-10	\$34,496	\$34,886	\$35,276	\$35,666	\$36,056	\$36,446	\$36,836	\$37,226	\$37,616	\$38,006	\$38,396	\$37,052	\$37,442	\$37,832	\$38,222	\$38,612	\$39,002
O-9	\$33,169	\$33,559	\$33,949	\$34,339	\$34,729	\$35,119	\$35,509	\$35,899	\$36,289	\$36,679	\$37,069	\$35,725	\$36,115	\$36,505	\$36,895	\$37,285	\$37,675
P-8	\$31,842	\$32,232	\$32,622	\$33,012	\$33,402	\$33,792	\$34,182	\$34,572	\$34,962	\$35,352	\$35,742	\$34,398	\$34,788	\$35,178	\$35,568	\$35,958	\$36,348
Q-7	\$30,515	\$30,905	\$31,295	\$31,685	\$32,075	\$32,465	\$32,855	\$33,245	\$33,635	\$34,025	\$34,415	\$33,071	\$33,461	\$33,851	\$34,241	\$34,631	\$35,021
R-6	\$29,188	\$29,578	\$29,968	\$30,358	\$30,748	\$31,138	\$31,528	\$31,918	\$32,308	\$32,698	\$33,088	\$31,744	\$32,134	\$32,524	\$32,914	\$33,304	\$33,694
S-5	\$27,862	\$28,252	\$28,642	\$29,032	\$29,422	\$29,812	\$30,202	\$30,592	\$30,982	\$31,372	\$31,762	\$30,418	\$30,808	\$31,198	\$31,588	\$31,978	\$32,368
T-4	\$26,535	\$26,925	\$27,315	\$27,705	\$28,095	\$28,485	\$28,875	\$29,265	\$29,655	\$30,045	\$30,435	\$29,091	\$29,481	\$29,871	\$30,261	\$30,651	\$31,041
25 year Bonus for teachers with 25 years of service in the Ilion School District:																	
		\$825.00															

APPENDIX B

1999 - 2000 EXTRA-CURRICULAR SALARY SCHEDULE

\$25,500 INDEX	BASE 1	2	3	4	5	6	7	8	9	10
0.10	\$2,550.00	\$2,652.00	\$2,758.08	\$2,868.40	\$2,983.14	\$3,102.46	\$3,226.56	\$3,355.63	\$3,489.85	\$3,629.45
0.09	\$2,295.00	\$2,386.80	\$2,482.27	\$2,581.56	\$2,684.83	\$2,792.22	\$2,903.91	\$3,020.06	\$3,140.87	\$3,266.50
0.08	\$2,040.00	\$2,121.60	\$2,206.46	\$2,294.72	\$2,386.51	\$2,481.97	\$2,581.25	\$2,684.50	\$2,791.88	\$2,903.56
0.07	\$1,785.00	\$1,856.40	\$1,930.66	\$2,007.88	\$2,088.20	\$2,171.73	\$2,258.59	\$2,348.94	\$2,442.90	\$2,540.61
0.06	\$1,530.00	\$1,591.20	\$1,654.85	\$1,721.04	\$1,789.88	\$1,861.48	\$1,935.94	\$2,013.38	\$2,093.91	\$2,177.67
0.05	\$1,275.00	\$1,326.00	\$1,379.04	\$1,434.20	\$1,491.57	\$1,551.23	\$1,613.28	\$1,677.81	\$1,744.93	\$1,814.72
0.04	\$1,020.00	\$1,060.80	\$1,103.23	\$1,147.36	\$1,193.26	\$1,240.99	\$1,290.63	\$1,342.25	\$1,395.94	\$1,451.78
0.03	\$765.00	\$795.60	\$827.42	\$860.52	\$894.94	\$930.74	\$967.97	\$1,006.69	\$1,046.96	\$1,088.83
0.02	\$510.00	\$530.40	\$551.62	\$573.68	\$596.63	\$620.49	\$645.31	\$671.13	\$697.97	\$725.89
0.01	\$255.00	\$265.20	\$275.81	\$286.84	\$298.31	\$310.25	\$322.66	\$335.56	\$348.99	\$362.94

2000 - 2001 EXTRA-CURRICULAR SALARY SCHEDULE

\$25,950 INDEX	BASE 1	2	3	4	5	6	7	8	9	10
0.10	\$2,595.00	\$2,698.80	\$2,806.75	\$2,919.02	\$3,035.78	\$3,157.21	\$3,283.50	\$3,414.84	\$3,551.44	\$3,693.49
0.09	\$2,335.50	\$2,428.92	\$2,526.08	\$2,627.12	\$2,732.20	\$2,841.49	\$2,955.15	\$3,073.36	\$3,196.29	\$3,324.14
0.08	\$2,076.00	\$2,159.04	\$2,245.40	\$2,335.22	\$2,428.63	\$2,525.77	\$2,626.80	\$2,731.87	\$2,841.15	\$2,954.80
0.07	\$1,816.50	\$1,889.16	\$1,964.73	\$2,043.32	\$2,125.05	\$2,210.05	\$2,298.45	\$2,390.39	\$2,486.01	\$2,585.45
0.06	\$1,557.00	\$1,619.28	\$1,684.05	\$1,751.41	\$1,821.47	\$1,894.33	\$1,970.10	\$2,048.91	\$2,130.86	\$2,216.10
0.05	\$1,297.50	\$1,349.40	\$1,403.38	\$1,459.51	\$1,517.89	\$1,578.61	\$1,641.75	\$1,707.42	\$1,775.72	\$1,846.75
0.04	\$1,038.00	\$1,079.52	\$1,122.70	\$1,167.61	\$1,214.31	\$1,262.89	\$1,313.40	\$1,365.94	\$1,420.57	\$1,477.40
0.03	\$778.50	\$809.64	\$842.03	\$875.71	\$910.73	\$947.16	\$985.05	\$1,024.45	\$1,065.43	\$1,108.05
0.02	\$519.00	\$539.76	\$561.35	\$583.80	\$607.16	\$631.44	\$656.70	\$682.97	\$710.29	\$738.70
0.01	\$259.50	\$269.88	\$280.68	\$291.90	\$303.58	\$315.72	\$328.35	\$341.48	\$355.14	\$369.35

2001 - 2002 EXTRA-CURRICULAR SALARY SCHEDULE

\$26,320 INDEX	BASE 1	2	3	4	5	6	7	8	9	10
0.10	\$2,632.00	\$2,737.28	\$2,846.77	\$2,960.64	\$3,079.07	\$3,202.23	\$3,330.32	\$3,463.53	\$3,602.07	\$3,746.16
0.09	\$2,368.80	\$2,463.55	\$2,562.09	\$2,664.58	\$2,771.16	\$2,882.01	\$2,997.29	\$3,117.18	\$3,241.87	\$3,371.54
0.08	\$2,105.60	\$2,189.82	\$2,277.42	\$2,368.51	\$2,463.25	\$2,561.78	\$2,664.26	\$2,770.83	\$2,881.66	\$2,996.93
0.07	\$1,842.40	\$1,916.10	\$1,992.74	\$2,072.45	\$2,155.35	\$2,241.56	\$2,331.22	\$2,424.47	\$2,521.45	\$2,622.31
0.06	\$1,579.20	\$1,642.37	\$1,708.06	\$1,776.39	\$1,847.44	\$1,921.34	\$1,998.19	\$2,078.12	\$2,161.24	\$2,247.69
0.05	\$1,316.00	\$1,368.64	\$1,423.39	\$1,480.32	\$1,539.53	\$1,601.12	\$1,665.16	\$1,731.77	\$1,801.04	\$1,873.08
0.04	\$1,052.80	\$1,094.91	\$1,138.71	\$1,184.26	\$1,231.63	\$1,280.89	\$1,332.13	\$1,385.41	\$1,440.83	\$1,498.46
0.03	\$789.60	\$821.18	\$854.03	\$888.19	\$923.72	\$960.67	\$999.10	\$1,039.06	\$1,080.62	\$1,123.85
0.02	\$526.40	\$547.46	\$569.35	\$592.13	\$615.81	\$640.45	\$666.06	\$692.71	\$720.41	\$749.23
0.01	\$263.20	\$273.73	\$284.68	\$296.06	\$307.91	\$320.22	\$333.03	\$346.35	\$360.21	\$374.62

2002 - 2003 EXTRA-CURRICULAR SALARY SCHEDULE

\$26,535 INDEX	BASE 1	2	3	4	5	6	7	8	9	10
0.10	\$2,653.50	\$2,759.64	\$2,870.03	\$2,984.83	\$3,104.22	\$3,228.39	\$3,357.52	\$3,491.82	\$3,631.50	\$3,776.76
0.09	\$2,388.15	\$2,483.68	\$2,583.02	\$2,686.34	\$2,793.80	\$2,905.55	\$3,021.77	\$3,142.64	\$3,268.35	\$3,399.08
0.08	\$2,122.80	\$2,207.71	\$2,296.02	\$2,387.86	\$2,483.38	\$2,582.71	\$2,686.02	\$2,793.46	\$2,905.20	\$3,021.41
0.07	\$1,857.45	\$1,931.75	\$2,009.02	\$2,089.38	\$2,172.95	\$2,259.87	\$2,350.27	\$2,444.28	\$2,542.05	\$2,643.73
0.06	\$1,592.10	\$1,655.78	\$1,722.02	\$1,790.90	\$1,862.53	\$1,937.03	\$2,014.51	\$2,095.09	\$2,178.90	\$2,266.05
0.05	\$1,326.75	\$1,379.82	\$1,435.01	\$1,492.41	\$1,552.11	\$1,614.19	\$1,678.76	\$1,745.91	\$1,815.75	\$1,888.38
0.04	\$1,061.40	\$1,103.86	\$1,148.01	\$1,193.93	\$1,241.69	\$1,291.36	\$1,343.01	\$1,396.73	\$1,452.60	\$1,510.70
0.03	\$796.05	\$827.89	\$861.01	\$895.45	\$931.27	\$968.52	\$1,007.26	\$1,047.55	\$1,089.45	\$1,133.03
0.02	\$530.70	\$551.93	\$574.01	\$596.97	\$620.84	\$645.68	\$671.50	\$698.36	\$726.30	\$755.35
0.01	\$265.35	\$275.96	\$287.00	\$298.48	\$310.42	\$322.84	\$335.75	\$349.18	\$363.15	\$377.68

APPENDIX C **CO-CURRICULAR AND EXTRA DUTY COMPENSATION - NON-ATHLETIC**

	<u>INDEX</u>
Student Council (2)	.05
Dramatics	.03
Bookstore	.05
Yearbook (2)	.06
Junior/Sr. High School Newspaper	.03
Class Advisor (Freshman) (2)	.02
Class Advisor (Sophomore) (2)	.02
Class Advisor (Junior/Sr.) (4)	.04
Department Chair (10)	.06
Department Coordinator	.03
Elementary Curriculum Coordinator (6)	.04
Guidance Director	.08
Music Director	.06
Marching Band	.04
Assistant to Marching Band	.03
Detention Officer	.04
Elementary Student Council	.03
Elementary Yearbook	.03
Junior High Student Council	.03
Junior Honor Society Advisor (2)	.04
Senior Honor Society Advisor	.03
Language Club Advisors	.03
Foreign Exchange Coordinator	.02
Debate	.03
High School Quiz	.02
International Club	.02
Just Say No	.02
Arts in Education	.05
Arts in Education Assistant (2)	.02
Elementary Band	.03
Elementary Select Choir	.03
Elementary Orchestra	.03
Select Choir	.03
Junior High Jazz	.03
Sr. High Jazz	.03
Elementary Newspaper	.02
Senior High Art	.02

Elementary Art	.02
Director of Musical Production	.08
Assistant of Musical	.02
Key Club (2)	.03
Breakfast Monitor A	.04
Breakfast Monitor B	.02
Safety Patrol	.02

APPENDIX C-1
EXTRA CURRICULAR ATHLETICS SALARY SCHEDULE
BASE SALARY – .04

<u>SPORT</u>		<u>INDEX</u>
Football	Varsity Boys	.10
	Assistant - Varsity Boys	.07
	Assistant - Varsity Boys	.07
	Junior Varsity boys	.06
	Junior Varsity boys	.06
	Junior High boys	.05
	Junior High boys	.05
Basketball	Varsity boys	.10
	Junior Varsity boys	.06
	8 th Grade boys	.05
	7 th Grade boys	.05
Wrestling	Varsity boys	.10
	Junior Varsity boys	.06
	Junior High boys	.04
Baseball	Varsity boys	.08
	Junior High boys	.05
Track	Varsity boys	.08
	Assistant Varsity boys	.05
	Junior High boys	.04
Cross Country	Varsity, Junior Varsity, Junior High boys	.08
	Assistant	.05
Tennis	Boys	.06
Golf	Varsity, Junior Varsity	.06
Bowling	Boys	.04
Volleyball	Varsity boys	.08
	Junior Varsity	.05

Soccer	Varsity	.10
	Junior Varsity	.06
	Modified	.04
Elementary Intramural		.06
Tennis	Girls	.06
Field Hockey	Girls	.10
	Junior Varsity	.06
	Modified	.04
Volleyball	Varsity Girls	.08
	Junior Varsity	.05
Bowling	Girls	.04
Basketball	Varsity Girls	.10
	Junior Varsity	.06
	8th grade	.05
	7th grade	.05
Softball	Varsity Girls	.08
	Modified (If grade 9)	.05
	Modified (If grades 7&8)	.04
Track	Varsity Girls	.08
	Assistant	.05
	Junior High	.04
Cheerleading Advisor		.05
Assistant Cheerleading Advisor		.04

**ILION CENTRAL SCHOOL DISTRICT
ILION, NEW YORK**

MEMORANDUM OF AGREEMENT

Whereas the District and the Ilion Teachers' Association are committed to a Health Insurance Plan that remains a substantial, while reasonably affordable, benefit for all employees of the Ilion Central School District, the ITA agrees to work with the District and other employee members of the Joint Insurance Oversight Committee to reduce future cost or cost increases of any agreed upon plan which is equal to or greater than our present plan. Further, the District agrees to work within the present agreement negotiated between the BOCES Health Plan Consortium and NYSUT and the ITA agrees to sign off on that agreement immediately upon ratification of the newest successor agreement. Finally, the ITA agrees to present to their members an agreed upon insurance buyout agreement as a sidebar to the contract.

For the Association:

Mark A. Bunker 12/7/89

For the District:

Sam R. Kelly 12/7/89

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PROCEDURES FOR HEALTH INSURANCE BUY-OUT OPTION

Pursuant to the Agreement reached between the Ilion Central School District and the Ilion Teachers' Association, the District will be making available a health insurance buy-out option to members eligible for such insurance. Employees wishing to participate in the buy-out program must elect to have either no health insurance through the District or no family coverage. The District will share the savings on that portion of the insurance premium, which the District would otherwise have been obligated to pay equal to 25% of the said amount.

1. The buy-out figures referred to in these procedures are based upon current premiums as of November 1, 1999. However, as the premiums and employee contribution amounts increase or decrease, the buy-out figures shall change proportionately.
2. Any employee wishing to elect no insurance must submit proof of alternative insurance at the time of such election and must sign a waiver absolving the District from liability for uninsured medical costs. The election must be renewed, in writing, on an annual basis.
3. The insurance company will be asked to allow individual to re-enter the plan without restrictions or pre-existing conditions. Should the insurance company refuse to do so, the form utilized for unit members to elect not to participate in the Health Insurance Plan shall contain the following in bold face type:

IT IS MY UNDERSTANDING THAT MY RETURN TO THE PLAN MAY BE RESTRICTED BY THE CARRIER'S RULES WITH RESPECT TO ELIGIBILITY AND PRE-EXISTING CONDITIONS.

4. The buy-out payment will be included in the final paycheck for the school year, on or about June 30 of each year. There will be no deduction for applicable premium contributions during any period the employee has elected to waive coverage.
5. For those employees who have a change in family circumstances in accordance with applicable insurance industry standards, after October 1 of any year, midyear elections will be honored and the savings pro-rated from the election date. An effective midyear election under these circumstances must be received at least five (5) days prior to the first day of the month in which the change shall be effective.
6. For those employees (a) leaving employment midyear, (b) re-enrolling in health insurance, or (c) experiencing a change in plan eligibility during the year, any buy-out figures will be based upon a pro-rated share of the savings.
7. Part-time employees, who are eligible for health insurance coverage with full or partial payment made by the District, may opt out at a pro-rated amount according to the percentage of the time they work.

FOR THE ASSOCIATION:

Martin C. Bunnell

DATE: 12/7/99

FOR THE DISTRICT:

Gary A. Tuttle

DATE: 12-7-99